

VIVIAN I. ORLANDO (SBN 213833)
VOrlando@maynardcooper.com
ALISON J. SHILLING (SBN 340154)
AShilling@maynardcooper.com
Maynard Nexsen LLP
10100 Santa Monica Boulevard, Suite 550
Los Angeles, CA 90067
Telephone: 310.596.4500

Attorneys for Defendant
USAA Casualty Insurance Company

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOHN W. SIGLER,

Plaintiff,

v.

JORGE GONZALEZ, USAA
CASUALTY INSURANCE
COMPANY, INTERINSURANCE
EXCHANGE OF AUTOMOBILE
CLUB, IMPERIAL BODY SHOP, INC.,
PABLO GALVEZ, GREG TAYLOR,
MELISSA ORDELL, DANELLE
BUSHNELL, AMBER PETERSON (aka
AMBER PETERSON FORREST, aka
AMBER J. SCHNEIDER), KEVIN
KARAPOGOSIAN, JAMES SYRING,
RANDY TERMEER, JOHN BOYLE
and DOES 1 to 99, inclusive,

Defendants.

Case No. 8:22-cv-02325-CJC-JDEx

(Honorable Cormac J. Carney)

**DEFENDANT USAA CASUALTY
INSURANCE COMPANY'S *EX*
PARTE APPLICATION TO STRIKE
PLAINTIFF JOHN W. SIGLER'S
FIRST AMENDED COMPLAINT
OR, ALTERNATIVELY,
CONTINUE THE MEDIATION
AND DATES SET FORTH IN THE
SCHEDULING ORDER IN THIS
ACTION; MEMORANDUM OF
POINTS AUTHORITIES IN
SUPPORT**

**IMMEDIATE CONSIDERATION
REQUESTED GIVEN UPCOMING
DEADLINES IN NOVEMBER**

**[Filed concurrently with Declaration
of Vivian I. Orlando and [Proposed]
Order]**

Discovery C/O: Nov. 30, 2023
Motion C/O: Jan. 29, 2024
Trial Date: April 9, 2024

First Am. Comp. Filed: October 9, 2023

USAA CASUALTY INSURANCE COMPANY'S *EX PARTE* NOTICE

I. *EX PARTE* RELIEF SOUGHT

By this *ex parte* application, a previously dismissed and newly improperly re-named defendant, USAA Casualty Insurance Company ("USAA CIC"),¹ asks this Court for the following relief:

(i) To strike Plaintiff John W. Sigler's ("Plaintiff") First Amended Complaint ("FAC") filed on October 9, 2023 [ECF No. 76] at least as to USAA CIC, because the FAC added USAA CIC along with 9 other individual defendants without Plaintiff being granted leave by this Court to do so [*see* ECF No. 73, Order Granting Defendant Interinsurance Exchange of the Automobile Club's (the "Exchange") Motion to Dismiss, which makes no mention of adding 10 defendants]. This is highly prejudicial to USAA CIC (and, presumably, all other new defendants) given the dates presently set in the case,² as well as the Court's inability to evaluate the propriety of the proposed amendments because Plaintiff (a *pro se* Plaintiff) added 10 defendants to the case without leave to do so.

Alternatively, if the Court is not willing to strike the FAC in its entirety (or at least as to USAA CIC (for which the case is not even at issue), dismissing it again from the case), USAA CIC asks for the following:

(i) It be excused from participating in the upcoming mediation, which USAA CIC understands is scheduled for November 29, 2023 and continue the deadline to mediate as to at least USAA CIC [ECF No. 22, 50]; and

(ii) The Court continue all other dates set forth in the Scheduling Order

¹ USAA CIC was dismissed from the case on **July 3, 2023**. [ECF No. 52.] USAA CIC reserves all its objections and defenses and expressly does not waive any such objections and defenses by this request, which could not be brought on regular notice or following motion practice given the dates set in this case as discussed herein.

² Pursuant to the Court's currently effective Scheduling Order issued in March 2023 [ECF No. 22], the discovery cut-off is November 30, 2023; mediation must be completed by December 14, 2023; the motion deadline is January 29, 2024; the pre-trial conference is set for April 1, 2024; and trial is to begin on April 9, 2024.

[ECF No. 22] at least seven (7) to eight (8) months at least as to USAA CIC as the dates presently set are prejudicial and unfair to USAA CIC. *See* concurrently filed Declaration of Vivian I. Orlando (“Orlando Decl.”), ¶2.

While USAA CIC asked the parties to stipulate to continue these dates, the parties could not timely agree despite presumably recognizing that the dates in this case would need to be continued if Plaintiff’s FAC filed on October 9, 2023 [ECF No. 76] is not otherwise stricken by this Court. *See* Orlando Decl., ¶3. Thus, USAA CIC had no other choice but to seek immediate relief on an *ex parte* basis to protect its interests given the immediate upcoming deadlines in the case. Indeed, given the current dates in this case, USAA CIC would be forced to submit a mediation statement before the case is even at issue as to it, participate in a mediation without the benefit of discovery or Plaintiff’s deposition, and would be completely deprived of any right to do discovery in the case or effectively file a summary judgment motion. *Id.*

II. ADDITIONAL BACKGROUND

By way of further background, USAA CIC along with 9 other individual defendants were improperly re-named as defendants to this case by way of Plaintiff’s FAC [ECF No. 76]³ without Plaintiff being granted leave by this Court to do so [ECF No. 73, Order Granting the Exchange’s Motion to Dismiss, which makes no mention of Plaintiff having permission to add 10 defendants]. In addition to adding 10 defendants to the FAC, the FAC now alleges new theories (following the failure of Plaintiff’s original claims) and asserts fourteen (14) causes of action for fraud, RICO and newly added claims under the Sherman and Clayton Federal Antitrust Acts. ***The FAC is 175 pages long and contains over 272 paragraphs.***

³ The new individual defendants include not only alleged employees of the entity defendants, but also the president of each insurer. And, in fact, at least one of the new individual defendants does not even seem to have a claim asserted against him.

1 USAA CIC was not served with the FAC until November 2, 2023, and its
 2 response to the FAC is not due until November 27, 2023, two (2) days prior to the
 3 mediation [ECF No. 50] and three (3) days prior to the discovery cut-off [ECF No.
 4 22]. USAA CIC was not served by Plaintiff with the documents that set forth the
 5 dates scheduled in this case. Orlando Decl., ¶4. As previously noted, USAA CIC
 6 was dismissed from the case by this Court following a motion for judgment on the
 7 pleadings and appraisal on July 3, 2023. [ECF No. 52.]

8 USAA CIC intends on ultimately seeking dismissal on the grounds that
 9 Plaintiff failed to obtain permission from the Court to file a FAC that re-named
 10 USAA CIC as a defendant, compelling appraisal which Plaintiff again refused in
 11 good faith to participate in, and seeking dismissal due to numerous other deficiencies
 12 with the merits of Plaintiff's claims. Orlando Decl., ¶5. Nevertheless, for purposes
 13 of this *ex parte* request, USAA CIC contends that if the Court does not *sua sponte*
 14 strike Plaintiff's improper FAC at least as to it (and, presumably, other newly added
 15 defendants, none of which have appeared), USAA CIC requests that the Court vacate
 16 or continue all dates in this case as to it for at least 7-8 months as it cannot reasonably
 17 comply with the current deadlines and it would be unfairly prejudicial for USAA
 18 CIC to be required to do so. Orlando Decl., ¶6.

19 **III. EX PARTE NOTICE WAS PROPERLY PROVIDED**

20 Notice of the substance of this *ex parte* application was provided to Plaintiff
 21 and the Defendants who have appeared in this case as follows by email on November
 22 16 and 18, 2023 (Orlando Decl., ¶7):

23 John W. Sigler
 24 JSIGLER@SWS-LLC.COM
 13129 Stern Avenue
 25 La Mirada, California 90638
 Telephone: (714) 697-8576
 26 *Plaintiff Pro Se*

27 Jeffrey M. Lenkov, Esq.
 jeffrey.lenkov@manningkass.com
 28 MANNING & KASS ELLROD, RAMIREZ, TRESTER LLP
 801 S. Figueroa St, 15th Floor

Los Angeles, California 90017-3012
Telephone: (213) 624-6900
Facsimile: (213) 624-6999
Attorneys for Imperial Body Shop, Inc.

Jeet Sen, Esq.
Eran Scott Forster, Esq.
jsen@fwhb.com
eforster@fwhb.com
rbaptist@fwhb.com
FORD, WALKER, HAGGERTY & BEHAR
One World Trade Center, 27th Floor
Long Beach, California 90831-2700
Telephone: (562) 983-2500
Facsimile: (562) 983-2555 Fax
Attorneys for Defendants
Jorge Gonzalez and Interinsurance Exchange of Automobile Club

The Parties were advised that they should inform the Court of If they not intend to oppose the *ex parte* application by email as stated on the Court's website and directed to the Court's order. *Id.*

IV. THE PARTIES' POSITIONS ON THE *EX PARTE*

USAA CIC understands the positons of the parties as follows:

Striking of the FAC: Plaintiff does not agree that the FAC should be stricken with respect to the newly added defendants or otherwise. The other Defendants who have appeared (the Exchange, Jorge Gonzalez ("Gonzalez") and Imperial Body Shop, Inc. ("Imperial")) agree with USAA CIC that the FAC should be stricken.

Mediation: Plaintiff will agree to excuse USAA CIC from participating in the mediation, but the other Defendants who have appeared (the Exchange, Gonzalez, and Imperial) will not agree to excuse USAA CIC. All parties do not dispute that the mediation dates should be continued.

Continuance of Dates: The other Defendants who have appeared (the Exchange, Gonzalez, and Imperial) will agree to the continuance of the dates for 7-8 months. Plaintiff will not agree to allow a continuance at least as to the Exchange, Gonzalez, and Imperial. *See Orlando Decl., ¶8.*

1 Dated: November 20, 2023

MAYNARD NEXSEN LLP

2
3 By: /s/ Vivian I. Orlando
4 VIVIAN I. ORLANDO
5 ALISON J. SHILLING
6 Attorneys for Defendant
7 USAA Casualty Insurance Company
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND RELIEF REQUESTED

By this *ex parte* application, a previously dismissed and newly improperly re-named defendant, USAA Casualty Insurance Company (“USAA CIC”),⁴ asks this for the following relief:

(ii) To strike Plaintiff John W. Sigler’s (“Plaintiff”) First Amended Complaint (“FAC”) filed on October 9, 2023 [ECF No. 76] at least as to USAA CIC, because the FAC added USAA CIC along with 9 other individual defendants without Plaintiff being granted leave by this Court to do so [*see* ECF No. 73, Order Granting Defendant Interinsurance Exchange of the Automobile Club’s (the “Exchange”) Motion to Dismiss, which makes no mention of adding 10 defendants]. This is highly prejudicial to USAA CIC (and, presumably, all other new defendants and even the defendants in the case given the new claims) given the dates presently set in the case,⁵ as well as the Court’s inability to evaluate the propriety of the proposed amendments because Plaintiff (a *pro se* Plaintiff) added 10 defendants to the case without leave to do so.

Alternatively, if the Court is not willing to strike the FAC in its entirety (or at least as to USAA CIC (for which the case is not even at issue), dismissing it again from the case), USAA CIC asks for the following:

(iii) It be excused from participating in the upcoming mediation, which USAA CIC understands is scheduled for November 29, 2023 and continue the deadline to mediate as to it at least [ECF No. 22, 50]; and

⁴ USAA CIC was dismissed from the case on **July 3, 2023**. [ECF No. 52.] USAA CIC reserves all its objections and defenses and expressly does not waive any such objections and defenses by this request, which could not be brought on regular notice or following motion practice given the dates set in this case as discussed herein.

⁵ Pursuant to the Court’s currently effective Scheduling Order issued in March 2023 [ECF No. 22], the discovery cut-off is November 30, 2023; mediation must be completed by December 14, 2023; the motion deadline is January 29, 2024; the pre-trial conference is set for April 1, 2024; and trial is to begin on April 9, 2024.

1 (iv) The Court continue all other dates set forth in the Scheduling Order
2 [ECF No. 22] at least seven (7) to eight (8) months at least as to USAA CIC as the
3 dates presently set are prejudicial and unfair to USAA CIC. *See* concurrently filed
4 Declaration of Vivian I. Orlando (“Orlando Decl.”), ¶2.

5 While USAA CIC asked the parties to stipulate to continue these dates, the
6 parties could not timely agree despite presumably recognizing that the dates in this
7 case would need to be continued at least as to the new Defendants if Plaintiff’s FAC
8 filed on October 9, 2023 [ECF No. 76] is not otherwise stricken by this Court. *See*
9 Orlando Decl., ¶3. Thus, USAA CIC had no other choice but to seek immediate
10 relief on an *ex parte* basis to protect its interests given the immediate upcoming
11 deadlines in the case. Indeed, given the current dates in this case, USAA CIC would
12 be forced to submit a mediation statement before the case is even at issue as to it,
13 participate in a mediation without the benefit of discovery or Plaintiff’s deposition,
14 and would be completely deprived of any right to do discovery in the case or
15 effectively file a summary judgment motion. *Id.*

16 **II. BACKGROUND FACTS**

17 On March 23, 2023, the Court issued its Scheduling Order. [ECF No. 22.]
18 Pursuant to the Scheduling Order, the discovery cut-off is November 30, 2023;
19 mediation must be completed by December 14, 2023; the motion deadline is January
20 29, 2024; the pre-trial conference is set for April 1, 2024; and trial is to begin on
21 April 9, 2024.

22 On July 3, 2023, the Court granted USAA CIC’s Motion for Judgment on the
23 Pleadings, or in the Alternative, Motion to Compel Appraisal and dismissed USAA
24 CIC from the case. [ECF No. 52.]

25 On September 18, 2023, the Court issued its Order Granting the Exchange’s
26 Motion to Dismiss with Leave for Plaintiff to Amend his Complaint. [ECF No. 73.]

27 On October 9, 2023, Plaintiff filed his First Amended Complaint (“FAC”).
28 [ECF No. 76.] The FAC added certain claims for relief, but also added ten (10)

1 defendants to the action (including USAA CIC—which, as noted above, was
2 previously dismissed from the action on July 3, 2023 [ECF No. 52]—and nine (9)
3 other previously unnamed individual defendants).

4 Plaintiff contends adding new parties without seeking permission is permitted,
5 while Defendants dispute that ECF No. 73 allowed Plaintiff to add defendants. In
6 addition to adding 10 defendants to the FAC, the FAC now alleges fourteen (14)
7 causes of action for fraud, RICO and newly added claims under the Sherman and
8 Clayton Federal Antitrust Acts. *The FAC is 175 pages long and contains over 272*
9 *paragraphs*. And, again, ECF No. 73, Order Granting the Exchange’s Motion to
10 Dismiss, makes no mention of Plaintiff having permission to add 10 defendants.

11 USAA CIC was not served with the FAC until November 2, 2023, and its
12 response is not due until November 27, 2023, and as to at least several individual
13 defendants, their responses to the FAC are not due until December 18, 2023, leaving
14 it unclear when the case will be at issue for all defendants. USAA CIC was not
15 served by Plaintiff with the documents that set forth the dates scheduled in this case
16 at the time of service of the FAC (or thereafter). Orlando Decl., ¶4.

17 IBS, Gonzalez and the Exchange are scheduled to mediate the matter on
18 November 29, 2023 and believe that USAA CIC (for which the case is not at issue
19 as well as for the individual defendants) should participate, but the Plaintiff has
20 agreed to excuse USAA CIC. Orlando Decl., ¶8.

21 USAA CIC, while expressly reserving all its objections and defenses,
22 contends that it should be excused from participating in the November 29, 2023
23 mediation because its response to the FAC is not due until two (2) days prior to the
24 mediation. Further, USAA CIC has not had the opportunity to conduct any
25 meaningful discovery in this case and cannot reasonably participate in mediation at
26 this time. It also contends that all current deadlines in the case must be continued to
27 allow USAA CIC to have time to further meaningfully evaluate the case, seek
28 dismissal of the FAC, engage in discovery and/or file for summary judgment.

USAA CIC intends on ultimately seeking dismissal on the grounds that Plaintiff failed to obtain permission from the Court to file a FAC that re-named USAA CIC as a defendant, compelling appraisal which Plaintiff again refused in good faith to participate in, and seeking dismissal due to numerous other deficiencies with the merits of Plaintiff's claims. Orlando Decl., ¶5. Nevertheless, for purposes of this *ex parte* request, USAA CIC contends that if the Court does not *sua sponte* strike Plaintiff's improper FAC at least as to it (and, presumably, other newly added defendants, none of which have appeared), USAA CIC requests that the Court vacate or continue all dates in this case as to it for at least 7-8 months as it cannot reasonably comply with the current deadlines and it would be unfairly prejudicial for USAA CIC to be required to do so. Orlando Decl., ¶6.

III. PLAINTIFF WAS NOT GIVEN LEAVE TO ADD PARTIES TO THE FAC, AND HIS FIRST AMENDED COMPLAINT SHOULD BE STRICKEN ENTIRELY OR AT LEAST SHOULD BE DISMISSED AS TO USAA CIC

As noted above, the Order Granting the Exchange's Motion to Dismiss did not allow Plaintiff to add new defendants, including adding a previously dismissed defendant back into the case. [ECF No. 73.] It is well-established, that a party is bound by the scope of leave given, and absent obtaining leave to add new parties, a Plaintiff may not simply do so. *See, e.g., Brosnan v. Alki Mortgage Co.*, 2008 WL 895695 (N.D. Cal. Mar. 31, 2008) (finding that the Plaintiff failed to comply with the Court's order of dismissal with leave to amend and that Plaintiff improperly attempted to add 55 defendants "to his complaint, without leave of court, in violation of Rule 15, Federal Rules of Civil Procedure").

Here, requiring Plaintiff to seek leave to add defendants to the action is particularly important as it would have required Plaintiff to articulate the need for amendment to and 10 defendants, the reasons for delay, and allowed this Court to review and evaluate the legitimacy of the reasons for which Plaintiff believes these

1 parties (including presidents of insurers and formerly dismissed defendants) should
2 be added to this case. It would have also highlighted the obviously problems with
3 allowing this and other amendments in light of the dates that were already set in this
4 case. Thus, striking Plaintiff's FAC given his failure to seek proper leave is
5 warranted here.

6 **IV. GOOD CAUSE EXISTS FOR *EX PARTE* RELIEF**

7 USAA CIC's *Ex Parte* Application requesting either dismissal entirely or
8 striking as to USAA CIC of the improperly filed FAC, or, in the alternative, relief
9 from participation in the November 29, 2023 mediation and modification of
10 Scheduling Order as to at least USAA CIC should be granted.

11 As this Court has recognized, *ex parte* applications may be granted where a
12 moving party shows that she will be irreparably prejudiced if the underlying motion
13 is heard according to standard noticed motion procedures, and that the moving party
14 "is without fault in creating the crisis that requires *ex parte* relief, or that the crisis
15 occurred as a result of excusable neglect." *See Mission Power Engineering Co. v.*
16 *Continental Casualty Co.*, 883 F. Supp. 488, 492 (C.D. Cal. 1995).

17 USAA CIC clearly meets this standard. USAA CIC will suffer irreparable
18 harm if *ex parte* relief is not granted as it will be deprived of fundamental rights to
19 conduct discovery and challenge pleadings and given the immediate upcoming
20 deadlines including a November 30, 2023 deadline discovery cutoff date and a
21 January 29, 2023 motion hearing date. There is not time to have a motion heard on
22 regular notice, and USAA again notes that it was not served with the FAC until
23 November 2, 2023, its response is not due until November 27, 2023, and it has not
24 been a party to the case since it was dismissed on July 3, 2023. Plaintiff, and his
25 improper conduct, not USAA CIC, was the cause for the need for *ex parte* relief.
26 Orlando Decl.,

27 USAA CIC does not seek the requested relief for unreasonable delay or other
28 improper purpose. USAA CIC assert that its request is warranted and *ex parte* relief

is needed under the circumstances caused by Plaintiff's filing of the FAC adding new defendants without leave to do so and without any adjustments being made to the case schedule. USAA CIC has certainly shown that the pretrial schedule's deadlines "cannot reasonably be met despite the diligence of the party seeking the extension." *Johnson v. Mammoth Recreations, Inc.*, 975 F.2d 604, 609 (9th Cir. 1992) (quoting Fed. R. Civ. P. 16, Adv. Comm. Notes (1983 amendment)). Thus, *ex parte* relief is both necessary and warranted here.

V. EX PARTE NOTICE WAS PROPERLY PROVIDED

In compliance with Local Rule 7-19 and the Court's standing orders, notice of the substance of this *ex parte* application was provided to Plaintiff and the Defendants who have appeared in this case as follows by email on November 16 and 18, 2023 (Orlando Decl., ¶7):

John W. Sigler
JSIGLER@SWS-LLC.COM
13129 Stern Avenue
La Mirada, California 90638
Telephone: (714) 697-8576
Plaintiff Pro Se

Jeffrey M. Lenkov, Esq.
jeffrey.lenkov@manningkass.com
MANNING & KASS ELLROD, RAMIREZ, TRESTER LLP
801 S. Figueroa St, 15th Floor
Los Angeles, California 90017-3012
Telephone: (213) 624-6900
Facsimile: (213) 624-6999
Attorneys for Imperial Body Shop, Inc.

Jeet Sen, Esq.
Eran Scott Forster, Esq.
jsen@fwhb.com
eforster@fwhb.com
rbaptist@fwhb.com
FORD, WALKER, HAGGERTY & BEHAR
One World Trade Center, 27th Floor
Long Beach, California 90831-2700
Telephone: (562) 983-2500
Facsimile: (562) 983-2555 Fax
Attorneys for Defendants
Jorge Gonzalez and Interinsurance Exchange of Automobile Club

1 The Parties were advised that they should inform the Court if they do not
 2 intend to oppose the *ex parte* application by email as stated on the Court’s website
 3 and directed to the Court’s order. *Id.*

4 **VI. THE PARTIES’ POSITIONS ON THE *EX PARTE***

5 USAA CIC understands the positons of the parties as follows:

6 ***Striking of the FAC:*** Plaintiff does not agree that the FAC should be stricken
 7 with respect to the newly added defendants or otherwise. The other Defendants who
 8 have appeared (the Exchange, Jorge Gonzalez (“Gonzalez”) and Imperial Body
 9 Shop, Inc.(“Imperial”)) agree with USAA CIC that the FAC should be stricken.

10 ***Mediation:*** although Plaintiff has agreed, the other Defendants who have
 11 appeared (the Exchange, Gonzalez, and Imperial) will not agree to excuse USAA
 12 CIC from participating in the mediation, but no party disputes that the mediation
 13 dates should be continued.

14 ***Continuance of Dates:*** The other Defendants who have appeared (the
 15 Exchange, Gonzalez, and Imperial) will agree to the continuance of the dates for 7-
 16 8 months. Plaintiff will not agree to allow a continuance at least as to the Exchange,
 17 Gonzalez, and Imperial. *See* Orlando Decl., ¶8.

18 **VII. CONCLUSION**

19 While USAA CIC believes that the FAC should be stricken and the mediation
 20 should not proceed at this time, at a minimum it asks this Court to excuse it from
 21 participation in the mediation and to continue the dates as to it in this case if the
 22 Court does not otherwise strike Plaintiff’s improper FAC.

23 //

24 //

25 //

26 //

27 //

28 //

1 Dated: November 20, 2023

MAYNARD NEXSEN LLP

2
3 By: /s/ Vivian I. Orlando
4 VIVIAN I. ORLANDO
5 ALISON J. SHILLING
6 Attorneys for Defendant
7 USAA Casualty Insurance Company
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

John W. Sigler v. Jorge Gonzalez, USAA Casualty Insurance Company, et al.
Case No. 8:22-cv-02325-CJC-JDEx

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am a citizen of the United States and employed in Los Angeles, California, at the office of a member of the bar of this Court at whose direction this service was made. I am over the age of 18 and not a party to the within actions; my business address is 10100 Santa Monica Blvd., Ste. 550, Los Angeles, CA 90067.

On **November 20, 2023**, I served the document(s) entitled, DEFENDANT USAA CASUALTY INSURANCE COMPANY'S EX PARTE APPLICATION TO STRIKE PLAINTIFF JOHN W. SIGLER'S FIRST AMENDED COMPLAINT OR, ALTERNATIVELY, CONTINUE THE MEDIATION AND DATES SET FORTH IN THE SCHEDULING ORDER IN THIS ACTION; MEMORANDUM OF POINTS AUTHORITIES IN SUPPORT on the interested parties in this action by placing true copies thereof enclosed in a sealed envelope(s) addressed as stated below:

☒ **(BY MAIL):** I deposited such envelope in the mail at Los Angeles, California with postage fully prepaid. I am readily familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be placed for collection and mailing, and deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☒ **(BY ELECTRONIC MAIL):** By transmitting a true copy thereof to the electronic mail addresses as indicated below.

and telephone number as stated.

☒ **(BY CM/ECF SERVICE):** I caused such document(s) to be delivered electronically via CM/ECF as noted herein. I declare under penalty of perjury under the laws of the United States that the above is true and correct and was executed on **November 20, 2023**, at Los Angeles, California.



Lea Borys

SERVICE LIST

John W. Sigler v. Jorge Gonzalez, USAA Casualty Insurance Company, et al.
Case No. 8:22-cv-02325-CJC-JDEx

VIA EMAIL AND MAIL

John W. Sigler
13129 Stern Avenue
La Mirada, California 90638
Telephone: (714) 697-8576
Email: JSIGLER@SWS-LLC.COM
Plaintiff In Propria Persona

VIA CM/ECF

Jeffrey M. Lenkov, Esq.
jeffrey.lenkov@manningkass.com
tlp@ManningKass.com
MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP
801 S. Figueroa St, 15th Floor
Los Angeles, California 90017-3012
Telephone: (213) 624-6900
Facsimile: (213) 624-6999
Attorneys for Imperial Body Shop, Inc.

VIA CM/ECF

Jeet Sen, Esq.
Eran Scott Forster, Esq.
eforster@fwhb.com
rbaptist@fwhb.com
jsen@fwhb.com
FORD, WALKER, HAGGERTY &
BEHAR, LLP
One World Trade Center, 27th Floor
Long Beach, California 90831-2700
(562) 983-2500 | (562) 983-2555 Fax
Attorneys for Defendant,
Interinsurance Exchange of Automobile
Club of Southern California